

*County of Orange, OC Public Works  
MWH Americas, Inc.*

---

**ASSIGNMENT, NOVATION AND CONSENT AGREEMENT**

This ASSIGNMENT, NOVATION AND CONSENT AGREEMENT is made and entered into as of the date fully executed (“Agreement”) by and among MWH Americas, Inc., with an address of 618 Michillinda Ave Suite, 200, Arcadia, CA 91007 (“Assignor”), Stantec Consulting Services, Inc., with an address of 61 Commercial St, Rochester, NY 14614 (“Assignee”), and the County of Orange, a political subdivision of the State of California, with an address of 300 North Flower Street, Santa Ana, California (“County”). Assignor, Assignee, and County are sometimes referred to herein as “Party” or “Parties.”

WHEREAS, Assignor and County entered into a Agreement D09-122, effective February 9, 2010 (the “Agreement”), pursuant to which Assignor provided Construction Management Support Services for the SARI Line on behalf of the County (the “Services”);

WHEREAS, Assignor thereby wishes to transfer and assign to Assignee its rights and obligations under the Agreement to Assignee; and,

WHEREAS, Assignee wishes to acquire the Agreement and to continue to provide such Services to County in accordance with the terms and conditions of the Agreement; and,

WHEREAS, County is willing to release Assignor from the obligations under the Agreement and to consent to Assignee assuming such obligations under the Agreement; and

WHEREAS, the Parties desire to substitute Assignee in place of Assignor with respect to the Agreement;

NOW, THEREFORE, in consideration of the premises hereto and the mutual covenants and agreements herein set forth, the Parties agree as follows:

1. Assignor does hereby assign, transfer, and convey to the Assignee as of the date this Agreement is fully executed by all Parties (the “Effective Date”) all of Assignor’s title, right, obligations, and interest in, to and under the said Agreement.
2. Assignee hereby accepts such assignment of the Agreement as of the Effective Date, and agrees to assume all of Assignor’s duties and obligations in, to and under the Agreement from and after the Effective Date.
3. County further consents to the substitution of and assignment of the Agreement to Assignee in place and instead of Assignor from and after the Effective Date.
4. County and Assignee each consent to fully release Assignor from any and all obligations, responsibilities, and duties arising from performance of Assignee’s duties under the Agreement that occur on or after the Effective Date.
5. Notwithstanding Paragraph 3 above, Assignor agrees that it shall cooperate with Assignee in effectuating an orderly transition of the County information to the Assignee in order for Assignee to fulfill its obligations, responsibilities, and duties under the Agreement from and after the Effective Date.
6. Assignee agrees to defend and indemnify Assignor from any and all claims, actions, judgments, liabilities, proceedings and costs, including reasonable attorneys’ fees and other



